

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA

DOCKET NOS. 2011-386-T and 2016-162-T - ORDER NO. 2017-242

MAY 2, 2017

IN RE:	Docket No. 2011-386-T – Application of)	ORDER APPROVING
	Titus Gaston d/b/a Coastal Furniture)	AMENDED TARIFF AND
	Delivery & Moving Company for a Class E)	NAME CHANGE
	(Household Goods) Certificate of Public)	
	Convenience and Necessity for Operation of)	
	Motor Vehicle Carrier)	
)	
	and)	
)	
	Docket No. 2016-162-T – Application of)	
	Titus Gaston d/b/a Coastal Furniture)	
	Delivery & Moving Company to Amend)	
	Class E (Household Goods) Certificate No.)	
	9795 to Read as Coastal Furniture Delivery)	
	& Moving, LLC and for Approval of a Rate)	
	Increase)	

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the renewed Application of Titus Gaston d/b/a Coastal Furniture Delivery & Moving Company (“Coastal Furniture Delivery,” “Applicant” or “Company”) to amend the Company’s current tariff and to amend the Applicant’s Class E Household Goods (“HHG”) Certificate of Public Convenience and Necessity No. 9795 by a change in the Company’s name. Coastal Furniture Delivery is authorized under Certificate No. 9795 to transport household goods in certain areas of South Carolina pursuant to Commission Order No. 2012-189 issued in Docket No. 2011-386-T.

Initially, on April 14, 2016, Coastal Furniture Delivery filed an application seeking approval to increase certain rates and to make various changes to other charges and terms of the Company's current tariff and requesting approval to amend Certificate No. 9795 by changing the name thereon from Titus Gaston d/b/a Coastal Furniture Delivery & Moving Company to Coastal Furniture Delivery & Moving, LLC. At that time, the Company timely published notice of its application pursuant to 10 S.C. Code Ann. Regs. 103-817(C)(3)(a), and no protests or petitions to intervene were received.

The Commission approved Coastal Furniture Delivery's initial application by Order No. 2016-542 issued on August 16, 2016. However, due to the Company's noncompliance with Order No. 2016-542 and with statutory and regulatory requirements, Order No. 2016-542 was rescinded, thereby causing the Company's name change and tariff amendments to be null and void.

On April 13, 2017, Coastal Furniture Delivery renewed its request to amend the Company's current tariff and to amend the Applicant's Class E Household Goods ("HHG") Certificate of Public Convenience and Necessity No. 9795 by a change in the Company's name. Since the Applicant published a Notice of Filing in newspapers of general circulation in the affected areas of the State pursuant to the filing of his original Application, we hold that no additional Notice is required.

The South Carolina Office of Regulatory Staff (ORS) completed a review of the proposed amended tariff and submitted its findings to the Commission on July 25, 2016. From the comparison report completed by ORS of the tariff modifications proposed by Coastal Furniture Delivery to the South Carolina Tariff Bureau's (SCTB) rates, it appears

that some of the rates are above the SCTB rates, where a comparison rate is available. Although certain rates are above the SCTB rates, we note that no other parties filed in opposition to the rates proposed by the Applicant. Additionally, according to ORS's review, the Company was in compliance with all Commission rules and regulations and filing and reporting requirements, and no complaints had been filed against the Company within twelve months preceding ORS's review.

Lastly, on September 21, 2016, ORS informed the Commission by letter that it had reviewed the Applicant's tariff and bill of lading filed with the Commission on September 14, 2016, and ORS stated that it had no objections.

Having considered the Application, the lack of opposition, and the results of the ORS impact study and the ORS approval letter, we conclude that the amendments to the tariff proposed by Coastal Furniture Delivery are just and reasonable for the Company and its customers. Accordingly, we hold that the Company's Application to amend its current tariff, along with the request for a name change, should be approved.

IT IS THEREFORE ORDERED THAT:

1. The Application of Titus Gaston d/b/a Coastal Furniture Delivery & Moving Company to amend its tariff is approved as filed, subject to compliance with all applicable statutes, rules and regulations.
2. The Final Tariff is approved and attached hereto as Order Appendix A.
- 2.
3. The request of Titus Gaston d/b/a Coastal Furniture Delivery & Moving Company for modification of Class E HHG Certificate of Public Convenience and

Necessity No. 9795 by changing the name thereon to Coastal Furniture Delivery & Moving, LLC is also approved. This approval is for a change in the name of the holder of the Certificate but does not otherwise authorize any change in the operation of the regulated services.

4. The Applicant shall make all required amended filings with the Office of Regulatory Staff related to the amended authority granted by this Order, including an updated insurance filing reflecting the name change, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission should an extension of time be approved.

5. Upon compliance with the filing of amended information with the Office of Regulatory Staff and the Commission, a modified Certificate shall be issued by the Office of Regulatory Staff to the Applicant as provided in this Order.

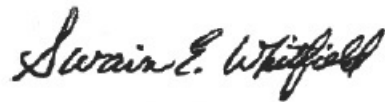
6. Prior to compliance with such statutory and regulatory requirements and the receipt of such amended Certificate, the motor carrier services authorized by such Certificate may not be provided under the amended name.

7. Failure of the Applicant to complete the above process within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission should an extension of time be approved prior to the expiration of the ninety (90) day time period, shall cause this Order to become null and void, thereby rescinding the authority granted to amend Applicant's Certificate. In this event, the request for modification shall be dismissed without prejudice, and no further action by the Commission is necessary.

8. The ORS is requested to furnish to the Commission, every two months, the names and docket numbers of those applicants whose Order becomes null and void under the terms of the previous paragraph.

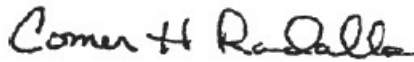
9. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



Swain E. Whitfield, Chairman

ATTEST:



Comer H. Randall, Vice Chairman

266733

**Coastal Furniture Delivery and Moving L.L.C. South Carolina Household Goods
Tariff**

POSTED
9/15/16
Ad

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE**

STATE OF SOUTH CAROLINA

RECEIVED

SEP 13 2016

TRANS DEPT

Final (Levy)

RECEIVED

SEP 14 2016

**PSC SC
MAIL / DMS**

Coastal Furniture Delivery and Moving L.L.C. South Carolina Household Goods Tariff

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Coastal Furniture Delivery and Moving L.L.C. South Carolina Household Goods Tariff

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by CFDM. These services are furnished between points and places in Horry, Georgetown and Charleston counties.

Coastal Furniture Delivery and Moving L.L.C. South Carolina Household Goods Tariff

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the C.F.D. Moving Company office location, and includes the movers estimate return time to the office location.

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$110.00
Three Men and a Truck	\$120.00
Four Men and a Truck	\$130.00
Each Additional Man	\$10.00 per man/per hour
\$50.00 Travel Fee	
5% Insurance Surcharge	

1.2 Office Hours / Minimum Hourly Charges:

C.F.D. MOVING COMPANY will operate Monday – Friday, 8:00 am – 6:00 pm and Saturday and Sunday from 8:00am – 4:00pm.

Monday- Friday	Three-Hour Minimum Charge
Saturday- Sunday	Three-Hour Minimum Charge
Recognized Federal Holidays	Three- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move Coastal Furniture Delivery and MOVING COMPANY will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

Coastal Furniture Delivery and Moving L.L.C. South Carolina Household Goods Tariff

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 LOADING/UNLOADING

Hourly Rate

\$ 90.00 2 Men

\$110.00 3 Men

Each additional man \$10 per hour

\$50.00 Travel Fee

5% Insurance Surcharge

2.2 Elevator or Stair Carry Coastal Furniture Delivery and MOVING COMPANY does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

C.F.D. and MOVING COMPANY does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

C.F.D. and MOVING COMPANY does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

Coastal Furniture Delivery and Moving L.L.C. South Carolina Household Goods Tariff

2.5 Packing and Unpacking

2.5.1 Coastal Furniture Delivery and MOVING COMPANY does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.

2.5.2 Coastal Furniture Delivery and MOVING COMPANY is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. ABC MOVING COMPANY reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

C.F.D.and MOVING COMPANY will not move pianos.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Coastal Furniture Delivery and MOVING COMPANY.

Coastal Furniture Delivery and Moving L.L.C. South Carolina Household Goods Tariff

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** Claimant must notify carrier of all claims for concealed damage within 30 days of the move. Coastal Furniture Delivery and MOVING COMPANY must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Coastal Furniture Delivery and MOVING COMPANY reserves the right to repair the damage(s) in question. If we determine that damages can not be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Coastal Furniture Delivery and MOVING COMPANY immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

Coastal Furniture Delivery and MOVING COMPANY rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

Coastal Furniture Delivery and MOVING COMPANY rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

Coastal Furniture Delivery and MOVING COMPANY does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value

Coastal Furniture Delivery and Moving L.L.C. South Carolina Household Goods Tariff

including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. C.F.D. and MOVING COMPANY will not accept responsibility for safe delivery of such articles if they come into coastal Furniture Delivery and MOVING COMPANY's possession with or without C.F.D. and MOVING COMPANY's knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Coastal Furniture Delivery and MOVING COMPANY's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Coastal Furniture Delivery and MOVING COMPANY shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 PROMOTIONS

C.F.D. and MOVING COMPANY shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 N/A